

DOCKET NO.: NHH-CV18-6008208-S : SUPERIOR COURT
: HOUSING SESSION
TAOM HERITAGE NEW HAVEN LLC : JUDICIAL DISTRICT OF NEW HAVEN
VS. : AT NEW HAVEN
FUUN HOUSE PRODUCTIONS, LLC, ET
AL. : MAY 13, 2019

STIPULATED AGREEMENT

The Plaintiff, TAOM Heritage New Haven LLC and the Defendants, Fuun House Productions, LLC (the “Club”) and Peter V. Forchetti (“Forchetti”; together with the Club, collectively, the “Defendants”), stipulate to a final judgment of possession (the “Judgment”), in favor of the Plaintiff and against the Defendants, whereby the Defendants waive any right to reopen or appeal any aspect of this Stipulated Agreement or the Judgment conferred hereby. In connection herewith, Defendants waive any right to, subject to the following conditions:

1. *Eviction.* Defendants authorize Plaintiff, contemporaneous herewith, to apply for and obtain a Summary Process Execution for Possession (Eviction) – Nonresidential (JD-HM-24) (the “Execution for Possession”). Upon issuance of said Execution for Possession, Plaintiff may serve the Execution for Possession upon the Defendants at any time. Provided there is no default hereunder, the eviction of Defendants from the premises shall not occur prior to May 20, 2019 (the “Eviction Date”). However, in the event of a default under this Stipulated Agreement, subject to compliance with C.G.S. §

47a-42a, Plaintiff shall be entitled, without any notice or further involvement by the court, to evict the Defendants immediately.

2. *Removal of Belongings; Inventory.* Following the Eviction Date, Defendants shall have, in accordance with C.G.S. § 47a-42a, fifteen (15) days from the Eviction Date (the "Removal Period") to claim any possessions and personal effects of Defendants (the "Personal Property") not removed from the premises prior to the Eviction Date. Notwithstanding the foregoing, refuse and perishable or spoilable foods shall be removed from the premises by Defendants, at Defendants' sole cost, by the end of the Removal Period. In order to expedite the process and attempt to minimize the expense involved in the preparation of an inventory by the state marshal performing the eviction, which expense would be paid out of the Additional Back Rent (as defined hereinafter), the Defendants shall provide an inventory of their Personal Property to Plaintiff (including photos) on or before May 15, 2019. Any Personal Property not removed by the Defendants by midnight of the fifteenth (15th) day following the Eviction Date, shall be deemed abandoned and Plaintiff shall be entitled to remove and dispose of such Personal Property as it deems appropriate. The foregoing, however, shall not in any way affect the Defendants' obligation to remove refuse and perishable or spoilable foods, at their sole cost, by the end of the Removal Period.

3. *Back Rent.* On or before the date set forth above, Forchetti shall pay to the Plaintiff, in good and immediately available funds, the sum of Fifteen Thousand and 00/100 Dollars (\$15,000), which sum represents a partial payment of back rent.

4. *Further Back Rent.* On or before the date set forth above, Forchetti shall deposit with Anthony P. DiCrosta LLC ("Escrowee"), in good and immediately available funds, the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000), which sum represents further back rent (the "Additional Back Rent") to be held in escrow pursuant to separate escrow agreement of even date herewith (the "Escrow Agreement"). Provided Defendants (a) do not seek to alter or modify the terms of this Stipulated Agreement or appeal, modify or otherwise challenge the judgment conferred hereby, (b) have delivered to the Plaintiff possession of the premises on or before the Eviction Date (subject to Defendants' right to remove possessions and personal effects from the premises within the Removal Period as provided in Section 2 above and under C.G.S. § 47a-42a) and (c) do not otherwise default under the terms of this Stipulated Agreement, Escrowee, in accordance with the terms of the Escrow Agreement, may, after seven (7) days following the expiration of the Removal Period, release the Additional Use and Occupancy to Forchetti. If Defendants fail to comply with any of items (a), (b), or (c) above, Escrowee shall immediately release the Additional Use and Occupancy to Plaintiff, in which event, Defendants acknowledge and agree that such payment shall be free and clear of any claims Forchetti or the Club may have.

5. *Releases.*

a. Except as set forth below, Defendants, for themselves and their respective heirs, executors and administrators, successors and/or assigns (collectively, "Defendant Releasors") hereby release and forever discharge Plaintiff, and Plaintiff's current and former officers, owners, directors, shareholders, representatives, sureties, employees, corporate affiliates and parent companies, attorneys, agents, heirs, administrators, executors, personal representatives, beneficiaries, and assigns (the "Plaintiff Released Parties"), of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgment, extents, executions, claims and demands whatsoever in law or in equity, which against Plaintiff Released Parties Defendant Releasors ever had, now has or which its heirs, executors or administrators, successors and/or assigns, hereafter can, shall or may have arising for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Stipulation. The foregoing release shall not apply to unknown common law indemnity claims the Defendant Releasors may have against the Plaintiff Released Parties.

b. Except as set forth below, Plaintiff, for itself and its respective heirs, executors and administrators, successors and/or assigns (collectively, the "Plaintiff Releasors") hereby

releases and forever discharges Defendants, and, as applicable, Defendants' current and former officers, owners, directors, shareholders, representatives, sureties, employees, corporate affiliates and parent companies, attorneys, agents, heirs, administrators, executors, personal representatives, beneficiaries, and assigns (the "Defendant Released Parties"), of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgment, extents, executions, claims and demands whatsoever in law or in equity, including, not limited to, any claim as to rent arrearage by Plaintiff, or which may have been assigned to Plaintiff, as alleged the action styled *TAOM Heritage New Haven LLC v. Fuun House Productions, LLC*, Dkt. No. NHH-CV-18-6008873-S, which against Defendant Released Parties Plaintiff Releasor ever had, now has or which its heirs, executors or administrators, successors and/or assigns, hereafter can, shall or may have arising for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Stipulation. The foregoing release shall not apply to unknown common law indemnity claims the Plaintiff Releasors may have against the Defendant Released Parties.

c. In the event either party (a) seeks to alter or modify the terms of this Stipulation or appeal, modify or otherwise challenge the judgment conferred hereby, or (b) otherwise

defaults under the terms of this Stipulation, the release in such party's favor granted above shall be automatically void and of no force or effect.

6. *Arganese Release.* Defendants shall, within five (5) calendar days of the date set forth above, cause Gene Arganese of 53 Parkway Drive, Trumbull, CT 06611, to execute the release attached hereto as Exhibit A.

7. *Use and Occupancy Held by Court.* Defendants irrevocably authorize the New Haven Housing Court to pay immediately to the Plaintiff the \$17,000 in use and occupancy currently in its possession.

8. *Withdrawal of Pending Appeal.* Defendants acknowledge and agree that the appeal filed by Defendants in connection with the judgment entered by the trial court (Cordani, J.) on February 14, 2019 (the "Appeal") is moot as a result of this Stipulation. Contemporaneous with the execution of the Stipulation, Defendants shall withdraw with prejudice the Appeal by filing the Withdrawal (JD-AC-8) attached hereto as Exhibit B.

9. *Repairs, Maintenance.* Defendants acknowledge that upon execution hereof, Defendants shall be solely and completely responsible for any and all repairs, improvements or maintenance with respect to the premises, as well as repairs, improvements or maintenance with respect to surrounding property needed in order for the premises to be usable, as the Defendant may decide to perform..

10. *Dismissal of Bankruptcy.* Following the Removal Period, Plaintiff shall consent to the dismissal of the Club's pending bankruptcy case.

11. *Time of the Essence.* Time is of the essence with respect to the fulfilment of each and every term and condition contained herein.


12. *Attorney's Fees.* In the event that any suit or action is instituted under or in relation to this Stipulated Agreement, including without limitation to enforce any provision in this Stipulated Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Stipulated Agreement, including without limitation, reasonable attorney's fees and court costs.

13. *Relationship of Parties.* The Defendants acknowledge that their tenancy shall remain terminated, that no new tenancy shall be deemed to arise by virtue of this Stipulated Agreement, and no landlord-tenant relationship shall be construed as having arisen hereby.

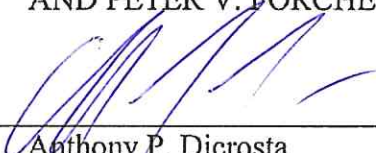
14. *Waiver of Right to Open, Etc.* The Judgment conferred hereby is final. The parties unequivocally and irrevocably waive any rights to open, vacate, modify and/or appeal this Stipulated Agreement. If, notwithstanding the foregoing, the Defendants attempt to challenge this Stipulated Agreement in any way, they consent to the Housing Court immediately reinstating its order requiring the Defendants to post a bond (Doc. # 166), and acknowledge and agree that the time for them to post such bond shall be no longer than two (2) business days from the date they attempt such challenge.

15. *Execution; Waiver of Canvass.* Counsel for the parties are authorized to enter into this Stipulation on behalf of their respective clients. The Plaintiff and Defendants, through their respective counsel, represent that they fully understand the terms and conditions of this Stipulation. The Plaintiff and Defendants waive canvass before the Court.

THE PLAINTIFF,
TAOM HERITAGE NEW HAVEN LLC

By: 
Jay R. Lawlor
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& Scaramozza LLC
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Its Attorneys
Dated: 5/13/19

THE DEFENDANTS,
FUUN HOUSE PRODUCTIONS, LLC
AND PETER V. FORCHETTI

By: 
Anthony P. Dicrosta
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Its Attorneys
Dated: 05/13/2019